



EXHIBITOR REGISTRATION AGREEMENT

44th Annual National Catholic Development Conference & Exposition

PLEASE PRINT

PLEASE COMPLETE AND RETURN TO:

National Catholic Development Conference 86 Front Street • Hempstead, NY 11550 • (888) TRY-NCDC • FAX: (516) 489-9287

COMPANY INFORMATION

PRIMARY BOOTH CONTACT NAME (receives all Conference communication) _____

TITLE _____ CONTACT E-MAIL _____

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ COUNTRY _____

PHONE _____ FAX _____

COMPANY E-MAIL ADDRESS _____ WEBSITE _____

9' x 10' BOOTH SELECTION

Please note: Booth preferences will be heeded, but not guaranteed.

# of Booths	NCDC MEMBER BOOTH RATES	Deposit Due	NON-MEMBER BOOTH RATES*	Deposit Due	BOOTH Choices
1	\$1550	\$500	\$2750	\$500	BOOTH #1
2	\$3100	\$1000	\$5500	\$1000	BOOTH #2
3	\$4650	\$1500	\$8250	\$1500	BOOTH#3
4	\$6200	\$2000	\$11000	\$2000	BOOTH#4

Non-members: Submit a membership application with dues and pay NCDC Member rates.

Exhibiting companies must provide a minimum **\$500** deposit per booth to reserve booth space. Full payment is due by **February 3, 2012**. If full payment is not received by this date, NCDC will release the reserved booth space. Reservations received after February 5, must pay in full to reserve space.

Exhibitors may cancel this agreement at any time by written notice to NCDC. On cancellations received **on or before December 16, 2011**, all sums, less a service charge of \$50, will be returned to the exhibitor. On cancellations received between **December 17, 2011, and February 3, 2012**, 50% of the booth rental will be refunded. On cancellations received between **February 4 and June 1, 2012**, 25% of the booth rental will be refunded. No refunds shall be issued for cancellations received after June 2, 2012. Under all circumstances, NCDC reserves the right to resell the exhibit space cancelled by the Exhibitor.

The undersigned hereby authorizes NCDC to reserve exhibit space for use by the above organization during the 44th Annual National Catholic Development Conference and Exposition and acknowledges receipt of and agrees to abide by the Exhibiting Terms and Conditions (on reverse) of this Agreement.

COMPANY REPRESENTATIVE (PRINT) _____ SIGNATURE _____ DATE _____

PAYMENT

Please check appropriate amount and complete payment information below. Full payment is required to hold booth space.

Payment method: Check Visa MasterCard American Express Discover

Card Number _____ Exp. Date _____ Security Code: _____

Name on Card _____ Signature _____

National Catholic Development Conference, Inc./44th Annual Conference & Exposition

Exhibiting Terms and Conditions

1. Contract for Exhibiting: The signed registration form and Exhibitor's payment constitute a contract between the National Catholic Development Conference, Inc. (NCDC) and the Exhibitor. Any point not specifically covered in these terms is subject to the decision of NCDC, whose decision shall be final.

2. Eligible Exhibits: The National Catholic Development Conference and Exposition is conducted for persons involved in fundraising and development and is not open to the public. NCDC reserves the right to determine the eligibility of any company or product for inclusion in the exposition. In keeping with the educational purposes of the Conference, any exhibitor whose proposed exhibit will enhance the educational purpose of NCDC is eligible to apply.

3. Assignment of Booth Space: Assignments will be made based on the date the registration is received, as well as the selection and the location requests supplied by the Exhibitor. Location requests include proximity to other organizations. Priority of selection is given to organizations that have exhibited with NCDC in previous years. It is the Exhibitor's responsibility to know its proximity to competing exhibitors. NCDC reserves the right to transfer assignments when such action is deemed to be in the best interests of the total exhibit effort.

4. Reservations and Cancellation: Exhibiting companies must provide a minimum \$500 deposit per booth to reserve booth space. Full payment is due by **February 3, 2012**. If full payment is not received by this date, NCDC will release the reserved booth space. Reservations received after February 5, must pay in full to reserve space.

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5. Exhibit Booth: NCDC will provide an 8' x 10' booth consisting of an 8' high backdrap and 36" high draped side walls. An identification sign indicating booth number and company name, security, and general aisle cleaning are also included.

Exhibits shall be so arranged as not to obstruct the general view, nor hide the exhibits of others. Plans for specially built displays not in accordance with regulations are to be submitted to NCDC before construction is ordered. Regular and specially built back walls, including signs, may not exceed an overall height of 8 feet. The maximum booth height of 8' may extend out 1/3 the depth of the booth from the back wall. Standard in-line booths may not exceed a height of 4' in the front of the booth, except for product and equipment on display that in it exceeds this height. All exposed parts of the display must be finished so as not to be objectionable or obstruct other exhibitors. NCDC reserves the right to direct revisions, at exhibitor expense, of any booth that does not comply with NCDC guidelines.

6. Contractor Services and Information: NCDC has, in the best interest of the exposition, selected certain firms to serve as official contractors to provide various services to exhibitors. Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning, etc., will be included in the Exhibitors Service manual, provided by the decorating company, to be forwarded after space has been confirmed. An Exhibitors' Service Center will be maintained on the exhibit floor to facilitate service requests from exhibitors. It is further agreed that the Exhibitor will abide by and comply with rules and regulations concerning local unions having agreement with the exposition facility or with authorized contractors employed by NCDC.

7. Installation and Dismantling of Exhibits: Times and dates for exhibitors to install and dismantle their exhibits will be detailed in NCDC's Exhibitor Service Manual. It is agreed by the Exhibitor that in the event he or she fails to install his or her products in his or her exhibit space or fails to pay the space rental at the time specified, NCDC shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. No exhibitor shall have the right to pack or remove articles within their leased booth space prior to official closing time of the exposition without written approval from NCDC. Exhibitors failing to comply will be subject to penalty at the discretion of NCDC.

8. Use of Exhibit Space: Exhibitors agree not to assign or sublet or share any space allotted to them without written consent of NCDC nor to display or advertise goods other than those manufactured or carried by them in the regular course of business. Booths are for the use of registered Exhibitor only. No person, firm or organization not having contracted with NCDC for the occupancy of space in the exhibit will be permitted to display or demonstrate its products, processes or service, distribute advertising materials in the halls or corridors, or in any other way occupy or use the facilities for a purpose inconsistent with these regulations. Products or services may not be sold for delivery on the exposition floor without written consent from NCDC.

9. Building Protection: Exhibitors will be liable for any damage to hotel property. Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts or portions of the hotel building or furnishings. Whatever may be necessary to properly protect the building, equipment or furniture will be installed at Exhibitor's expense. Should any controversy arise to the need thereof, the Hotel Convention Manager will be the judge and his or her decision binding and final to all concerned.

10. Restrictions: NCDC reserves the right to restrict exhibits which are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and also to prohibit or evict any exhibit which, in the opinion of exhibit management may detract from the general character of the exhibit. This reservation includes persons, things, conduct, and printed matter NCDC judges to be objectionable.

In the event of such restriction or eviction, NCDC is not liable for any refund of any amount paid hereunder. Demonstrations must be so located that crowds collected will be within the Exhibitor's space, and not blocking aisle or neighboring exhibits. Contests of any kind must first be approved in writing by NCDC. Any Exhibitor displaying copyrighted material or work is required to obtain necessary licenses and is responsible for all fees for use of such copyrighted work.

11. Exhibitor Activities: The Exhibitor agrees not to schedule or conduct any outside activity including, but not limited to, receptions, seminars, symposiums, and hospitality suites that are in conflict with the official NCDC published conference schedule.

12. Use of Logo: Requests for **44th Annual Conference & Exposition** logo and/or NCDC corporate logo use must be submitted in writing to the NCDC office with a sample of the piece for approval.

13. Distribution: Distribution of product/service literature may be made only within the booth space assigned to the Exhibitor presenting such material unless otherwise determined by a sponsorship or advertising agreement. Organizations not assigned booth space in the Exposition Hall will not be permitted to solicit business.

14. Compliance: Exhibitor will be bound by and subject to the rules and regulations of the operators/owners/managers of the property wherein the exhibit is held and the Nashville Fire Department. The fire prevention and safety regulations enforced at the property are taken from the Nashville Fire Prevention Code and the National Fire Protection Association (NFPA). All exhibitors must comply with the Municipal Code of Nashville Fire Prevention. The Nashville Fire Department Bureau of Fire Prevention reserves the right to make any final decisions. Adjustments for non-compliance can be costly. Exhibitor also assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of other duly authorized local, state and/or federal governing bodies and unions concerning safety, and health. The exhibit's construction and decoration materials must be fire retardant. Wiring must comply with the fire department and underwriters' rules. Exhibitor shall also comply with the Americans with Disabilities Act.

15. Liability: The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the premises of the Gaylord Opryland, and will indemnify, defend and hold harmless the Hotel, its owner and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims. Hotel will not be responsible or liable for any loss, damage or claims arising out of exhibitor's activities on the Hotel's premises except for any claims, loss or damages arising directly from the hotel's own negligence. National Catholic Development Conference will be responsible to negotiate the contract with its exhibitors. In addition, the exhibitor agrees to defend (if requested), indemnify and hold harmless National Catholic Development Conference and the Gaylord Opryland and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorney's fees and costs, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the exhibitor or its employees, subcontractors or agents. Exhibitors are advised to carry special insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. These terms shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between NCDC and the Exhibitor.

16. Hold Harmless Clause Specific to NCDC: The Exhibitor assumes the entire responsibility for losses, damages, and claims arising out of Exhibitor's activities on the premises and will indemnify, defend and hold harmless NCDC, as well as its respective agents, servants, employees, directors and any and all others acting on its behalf from any and all such losses, damages and claims.

17. Hold Harmless Clause Specific to The Gaylord Opryland: It is agreed and understood that National Catholic Development Conference, Inc. indemnifies and unconditionally holds The Gaylord Opryland Hotel and their respective officers, directors, shareholders, partners and/or agents (collectively, the "Indemnified Parties") harmless with respect to any claim, loss, expense or damage, including (but not limited to) any personal injury, resulting from or arising out of the event or events contemplated by this Agreement, incurred or suffered by (1) the Indemnified Parties; (2) National Catholic Development Conference, Inc.; (3) any exhibitors; or (4) any officer, director, agent, employee, member, guest, invitee and/or independent contractors of any of the foregoing; whether such claim, loss, expense of damage arises out of intentional or negligent acts or omissions of the Indemnified Parties, National Catholic Development Conference, Inc. and/or any exhibitor (or any officer, director, agent, employee, member, guest, invitee and/or independent contractor of any of the foregoing). Further, it is agreed and understood that National Catholic Development Conference, Inc. and/or any exhibitors shall secure adequate insurance in sufficient amounts to protect against all such losses described in this section and otherwise in such form and amount acceptable to the Hotel; that The Gaylord Opryland shall be listed as "loss payee" on all such policies and that a certificate evidencing compliance with this provision shall be delivered to the designated representative of the Hotel 30 days prior to your arrival date.

18. Responsibility: If the Exhibitor fails to comply in any respect with the terms of this agreement, NCDC shall have the right, without notice to the Exhibitor, to offer said space to another Exhibitor, or to use said space in any other manner, but this shall not be construed as affecting the responsibility of the Exhibitor to pay the full amount specified by their registration.

19. Cancellation or Termination of Exposition: In the event that the premises where the exposition is to be held shall, in the sole determination of NCDC, become unfit or unavailable for occupancy, or be substantially interfered with, by reason of picketing, strike, embargo, injunction, act of war, act of God, fire or state of emergency declared by any government agency or by reason of any federal, state or local law or regulation or by reason of any other occurrence beyond the control of NCDC, NCDC may relocate, cancel or terminate the exposition. In the event of such relocation, cancellation or termination, or any other relocation, cancellation or termination, NCDC reserves the right to refund such portion of Exhibitor registration fees as NCDC deems, in its sole discretion, appropriate.

20. Interpretation: NCDC reserves the right to interpret, amend, and enforce these terms as it deems proper to ensure the success of the National Catholic Development Conference and Exhibition. NCDC makes every effort to ensure that the Exposition is in keeping with the nature of NCDC. The fact that products and services are on display at NCDC's **44th Annual Conference and Exposition** does not constitute, nor should it imply, an endorsement by NCDC. Exhibitors may not claim or suggest NCDC endorsement of their products or services without a specific, written agreement with NCDC. Compliance with the NCDC terms and conditions is mandatory for all exhibitors and the sole responsibility is that of the Exhibitor.